others, the right to acquire, possess, and to protect property and to pursue happiness, the courts must protect them; that the free use of his hands is the workman's property of which the legislature cannot deprive him and which the regulations of trades unions cannot take away.

The court said: "Trades unions may cease to work, for reasons satisfactory to their members; but if they combine to prevent others from obtaining work by threats of a strike, or combine to prevent an employer from employing others by threats of a strike, they combine to accomplish an unlawful purpose —a purpose as unlawful now as it ever was—though not punishable by indictment. Such combination is a despotic and tyrranical violation of the indefeasible right of labor to acquire property, which the courts are bound to restrain. It is utterly subversive of the letter and spirit of the Declaration of Rights. If such combination be in accord with the law of the trades union, then that law and the organic law of the people of a free commonwealth cannot stand together. One or the other must go down." The injunction was granted.

In England in a case decided about two months before the date of the principal case, it was held that a right of action for damages as well as a right to apply for injunction belonged to a workman who was prevented by a union from obtaining employment merely to coerce him to pay a debt which he owed to the union. *Giblan* v. *Amalgamated Labourers' Union* [1903],2. K. B. 600. See also, *United States* v. *Weber* (1902),114 Fed. R. 950.

RIGHT TO IMPEACH THE CONSIDERATION OF A JUDGMENT RENDERED IN ANOTHER STATE.—The Supreme Court of Mississippi in *Lum* v. *Fauntleroy*, 80 Miss. 757, 32 South Rep. 290, 92 Am. St. Rep. 620, refuses to recognize and apply the principle that the validity of a claim upon which a judgment has been rendered in a sister state upon due service of process, is established by such judgment and cannot afterwards be questioned by defendant in a suit upon the judgment in another jurisdiction, where the claim out of which the judgment grew, arose from a gambling transaction. In this case the action was upon a judgment rendered in Missouri upon personal service of process while the defendant was temporarily within the jurisdiction of the court. The immoral contract upon which the judgment was based was pleaded in defense. The trial court, disregarding the plea, gave judgment for the plaintiff. The Supreme Court in reversing the judgment said: "Until the Supreme Court of the United States shall expressly so declare we will not hold that a contract condemned by our civil and criminal laws as immoral and which the courts of this state are prohibited from enforcing, is sanctified and purged of its illegality by a judgment rendered in another state against a citizen of this state, sued and served with process on being found temporarily in the jurisdiction of the court, so that in a suit here on such judgment the illegal character of the cause of action, may not be inquired into. There are decisions of the Supreme Court which seem to hold that it is not allowable to go behind the judgment for the purpose of examining into the validity of the claim, but we are unwilling to believe that it will ever be held that a court is precluded by the constitution of the United States from ascertaining whether the claim on which a judgment is rendered in another state is such a one as the courts of the state in which suit on the judgment is brought, on the

grounds of public policy, are expressly prohibited from enforcing. If this be law all that is necessary to free the most corrupt transaction from all objection is to obtain service on a party and get judgment in another state, and then come into a court of this state and obtain judgment by virtue of article 4, section 1, constitution of the United States and the act of Congress in pursuance of it."

THE FUNCTION OF THE "EXHIBIT" IN CODE PLEADING.—There is very little uniformity in the rules adopted by the courts of the various states in respect to the function of the familiar "exhibit" or "schedule," attached to a pleading.

One class of cases holds that where a written instrument is attached as an exhibit and is merely referred to in the body of the pleading, it nevertheless becomes a part of such pleading and may be looked to on demurrer in passing upon the sufficiency of the pleading. *Hays* v. *Dennis* (1895), 11 Wash. 360. 39 Pac. 658; *New Idea Pattern Co.* v. *Whelan* (1903), 75 Conn. 455, 53 Atl. 953; *Cranmer* v. *Kohn* (1898), 11 S. D. 245, 76 N. W. 937; *First Nat. Bank* v. *Fire Ins. Co.* (1894), 6 S. D. 424, 61 N. W. 439, overruling *Aultman* v. *Siglinger* (1892), 2 S. D. 442; *Davison* v. *Gregory* (1903), 132 N. C. 389, 43 S. E. 916.

A second group of cases holds that attachment to the pleading, reference thereto, and a distinct averment that the exhibit is made a part of the pleading, is necessary. *Elliot* v. *Roche* (1896), 64 Minn. 482, 67 N. W. 857; *Realty Revenue Co.* v. *Farm Co.* (1900), 79 Minn. 465, 82 N. W. 857; *Union Sewer Pipe Co.* v. *Olsen* (1901), 82 Minn. 187, 84 N. W. 756; *Stephens* v. *Am. Fire Ins. Co.* (1896), 14 Utah, 265, 47 Pac. 83.

A third group holds that an exhibit may in no case be made a part of a pleading as regards its sufficiency, except where it is an instrument for the unconditional payment of money only. *First Nat. Bank* v. *Engelbercht* (1899), 58 Neb. 639, 79 N. W. 556; *Lincoln Mortgage Co.* v. *Hutchins* (1898), 55 Neb. 158, 75 N. W. 538. Ohio follows this rule. See 1 KINKEAD PL. AND PR. § 57.

A fourth group holds that only an instrument upon which the action is founded may become a part of the pleading by being attached as an exhibit. *Thompson* v. *Recht* (1902), 158 Ind. 302, 63 N. E. 569; *First Nat. Bank* v. *Greger* (1901), 157 Ind. 479. 62 N. E. 21; *Murphy* v. *Branaman* (1900), 156 Ind. 77, 59 N. E. 274; *Dunham* v. *Holloway* (1895), 3 Okla. 244, 41 S. W. 140; *Grimes* v. *Cullison* (1895), 3 Okla. 268, 41 S. W. 355.

A fifth group holds that in no case whatever can an exhibit avail to aid the substantial sufficiency of a pleading to which it is attached *Hickory County* v. *Fugate* (1898), 143 Mo. 71, 44 S. W. 789; *Estate of Cook* (1902), 137 Cal. 184, 69 Pac. 1124; *Cave* v. *Gill* (1901), 59 S. C. 256, 37 S. E. 817; *Hartford Ins. Co.* v. *Kohn* (1893), 4 Wyo. 364, 34 Pac. 895.

The Supreme Court of Kentucky, in the case of *Hudson* v. *Scottish Union Ins. Co.* (1901), Ky. 62 S. W. 513, placed itself in the second of these groups. The court said in this case: "It will be seen that the plaintiff, by a specific statement, made the policy in question part of the petition to the same extent as though it had been copied therein. After a careful consideration of the authorities, we are of opinion that the policy in this case constitutes part and